


## **EXHIBIT 5**

**From:** Daniela Nanau dn@danielananau.com   
**Subject:** Re: Boucher, et al. v. Canisius--Confidentiality Agreement  
**Date:** February 21, 2024 at 2:34 PM  
**To:** Christine Naassana CNaassana@hodgsonruss.com  
**Cc:** Thomas D'Antonio TDAntonio@hodgsonruss.com, Daniela Nanau dn@danielananau.com

DN

Christine,

Can you provide the correct citation for: *See, e.g., Garnett-Bishop v. New York Cmty. Bancorp, Inc.*, 2013 U.S. Dist. LEXIS 2942, at \*5-6 (E.D.N.Y.) (collecting cases protecting personnel files). The only decision issued in this case in 2013 related to a motion to dismiss and no personnel files were discussed in that decision.

If you have any additional cites to support your proposed blanket confidentiality agreement, please send them to me in advance of our call today.

The Metcalf case is inapposite because it is an employment case and the private information at issue related to complaints of sexual harassment raised by comparators of the plaintiff.

In this case, Canisius' knowledge of Noonan's harassment is the main issue and those documents will be front and center in any dispositive motion that the parties are going to file and Plaintiffs will not agree that those documents are deemed confidential or should be filed under seal.

Moreover, in your letter you noted that the proposed confidentiality agreement "does not allow for mass, indiscriminate, or routinized "Confidential" designations" even though every document I have reviewed as part of your production has been stamped "confidential."

Finally, I never described communications with you about the confidentiality agreement to be "a waste of time" as you incorrectly state in your letter from February 14. What is a waste of time is repeating the same arguments for your proposed blanket confidentiality order that are not supported by caselaw. So far, you have provided me with no cases that support your position. If we are to have productive conversations about this or any other issue, please provide me with actual legal support for your position. Threatening to go to the judge does not move the needle with me because I am happy to bring this situation to the judge's attention.

Daniela

Daniela Nanau  
Law Office of Daniela Nanau, P.C.  
89-03 Rutledge Avenue  
Glendale, New York 11385  
Telephone: (888) 404-4975  
Facsimile: (718) 998-6916  
E-Mail: dn@danielananau.com

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On Feb 14, 2024, at 3:09 PM, Naassana, Christine <CNaassana@hodgsonruss.com> wrote:

Daniela,

Please see the attached and let me know when you have time to discuss.

Thank you,  
Christine

**Christine M. Naassana**

Associate  
Hodgson Russ LLP

Tel: 585.454.0758

Fax: 585.423.5910



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Rochester - Bausch & Lomb | 1800 Bausch & Lomb Place | Rochester, NY 14604  
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